REMARKS

This application has been carefully considered in connection with the Examiner's Action. Reconsideration and allowance are respectfully requested in view of the foregoing.

The Abstract has been amended in accordance with the Examiner's suggestions. Claim 27 has been amended to correct a minor informality. Claim 60, 61 and 62 have been amended to more clearly distinguish the claimed invention over the cited art. Claim 63 has been canceled without prejudice or disclaimer. Claim 64 has been rewritten in independent form incorporating all of the limitations of the base claim and any intervening claims. Finally, new Claims 65-70, all of which are directed to further aspects of the claimed invention believed to be patentably distinguishable over the cited art, have been added.

In a review of this application attendant to the preparation of this amendment, the undersigned noted that a dash was inadvertently appended to the second occurrence of the word "said" in line 24 of Claim 27. The undersigned calls the Examiner's attention to this relatively inconsequential informality merely because the nature of the amendment to Claim 27 is not readily apparent upon an inspection of the claim.

As amended herein, the Abstract of the Disclosure is now in narrative form, limited to a single paragraph within the range of 50 to 150 words, contains no legal phraseology, is clear and concise, does not repeat information given in the title and avoids phrases which can be implied. In view of the foregoing, it is submitted, therefore, that the Applicants have amended the abstract of the disclosure to conform to the requirement stated in item 3 of the office action dated July 5, 2005.

Claims 26-28 and 60-64 stand rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over Claims 1-56 of U.S. Patent No. 6,658,091. In response, the Applicants submit herewith a timely filed Terminal Disclaimer which fully complies

with the provisions of 37 C.F.R. § 1.321(c). It is submitted that, by filing the enclosed Terminal Disclaimer, the obviousness-type double patenting rejection has been overcome. Accordingly, the Applicants respectfully request the reconsideration and withdrawal of the rejection of claims 26-28 and 60-64 under the judicially created doctrine of obviousness-type double patenting.

Claims 60-63 stand rejected under 35 U.S.C. § 103(a) as being unpatentable of U.S. Patent No. 6,161,182 to Nadooshan in view of Patent Publication GB 2 325 548 to Nabavi. In response, the Applicants respectfully traverse the Examiner's rejection of Claims 60-63 and instead submit that Claims 60-62, as above amended, as well as newly added Claims 65-70, are neither taught nor suggested by the cited art. Accordingly, the reconsideration and withdrawal of the rejection of Claims 60-63 and the allowance of Claims 60-62 and 65-70 are respectfully requested.

In support of the forgoing, the Examiner cited col. 2, lines 15-19 and col. 3, lines 9-25 of

In support of the rejection of Claims 60-63 as unpatentable over Nadooshan in view of Nabavi, the Examiner stated that "[r]egarding claims 61-63, Nadooshan further teaches the following: authorization information expires: at a designated time and date, after a designated length of time, [or] after a designated number of accesses have occurred (reads on generating one time tokens." In response, the Applicants respectfully submit that the cited passages (i.e., col. 2, lines 15-19 and col. 3, lines 9-25 of Nadooshan) are directed only to systems which generate access tokens (or, more specifically, one-time tokens) for use in accessing remote equipment and neither teaches nor suggests systems configured to generate tokens have a lifespan which expires independently of a client, for example, Applicants' claimed remote client, initiating or terminating an access of equipment, for example, Applicants' claimed security gateway. At best, Nadooshan discloses one-time use access tokens which expire upon either the client's termination of an access of the remote equipment. Thus, unlike the claimed invention, the lifespan of the tokens disclosed by Nadooshan depend entirely on the initiation or termination of an access of the

remote equipment. In this regard, the Examiner's attention is directed to col. 3, lines 14-17 of Nadooshan which clearly states that the user and not the token decides when to end a session with the remote equipment. For example, presuming that it is possible to maintain a connection without interruption, it is conceivable that, as disclosed by Nadooshan, an access to the remote equipment could extend for hours, days or even weeks.

In contrast with the teachings of Nadooshan and as broadly recited in Claim 60, Applicant's access of the remote equipment will terminate independent of initiations and/or terminations of accesses to the remote equipment. In further contrast with Nadooshan and as more specifically recited in Claims 61 and 62, Applicant's access to the remote equipment shall terminate at a defined point in time, regardless of the status of the access. For example, if a token has a 1 hour lifespan, the session will be dropped at the end of the token's lifespan, even if the session is (a) ongoing or (b) not yet initiated.

In further support of the foregoing distinctions, the Examiner's attention is respectfully directed to col. 4, lines 44-49 of Nadooshan which states that "each attempt by a client 400 to obtain token-regulated access to remote equipment 140-141 in accordance with the present invention, hereinafter referred to as an access session, generally requires two token management transactions, namely a token acquisition process 900 and a session termination process 100." Thus, Nadooshan clearly contemplates a system for controlling access to remote equipment using tokens which expire upon either initiation or termination of an access to the remote equipment and not, as disclosed and claimed by the Applicants, systems which control access to remote equipment using tokens which expire independently of initiations or terminations of accesses of remote equipment (Claim 60) such as tokens having time-based lifespans (Claim 65) which expire after a pre-determined time period such as day and time (Claims 61) or elapsed time (Claim 62).

As Nadooshan neither teaches nor suggests tokens for controlling access to remote equipment having lifespans which expire independent of the initiation and/or termination of accesses to the remote equipment, the Applicants respectfully the reconsider and withdrawal of the rejection of Claims 60-63 and the allowance of Claims 60-62. Finally, while newly presented and, as a result, not yet considered by the Examiner, the Applicants respectfully note that new Claims 65-70 all depend on either Claim 60, 61 or 62. It is submitted, therefore, that Claims 65-70 are allowable for the reasons set forth above with respect to Claims 60-62. Accordingly, the Applicants respectfully request the allowance of new Claims 65-70.

The Applicants kindly thank the Examiner for courteously indicating that Claim 64 is merely objected to as being dependent upon a rejected base claim but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims. By this amendment, the Applicants have rewritten dependent Claim 64 as an independent claim which incorporates all of the limitations of independent Claim 60. Accordingly, the Applicants respectfully request the reconsideration and withdrawal of the objection to Claim 64 and the allowance of this claim.

For all of the above reasons, the Applicants respectfully request the reconsideration and withdrawal of the various rejections and/or objections applied against Claims 26-28 and 60-64 and the allowance of Claims 26-28, 60-62 and 64-70.

A check for $65 to cover the Terminal Disclaimer fee required under 37 C.F.R. § 1.20(d) is enclosed herewith. It is believed that, apart from the Terminal Disclaimer fee referenced herein, there are no other fees due in connection with this communication. However, in the event that there are additional fees associated with this communication, the Commissioner is authorized to charge any additional fees connected with this communication or credit any overpayment to Deposit Account No. 50-1515.

This application is now considered to be in condition for allowance. A prompt Notice to that effect is, therefore, earnestly solicited.

Respectfully submitted,

Date: August 26, 2005

Michael S. Bush
Reg. No. 31,745

ATTORNEY FOR APPLICANTS

Conley Rose, P.C.
5700 Granite Parkway, Suite 330
Dallas, Texas 75024
(972) 731-2288 (Telephone)
(972) 731-2289 (Facsimile)